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whether it contained special terms. In view of the fact that the government is pledged to maintain the parity of treasury notes and silver and gold coin, it cannot be assumed, that if the contract is completed any additional burden will be imposed upon the plaintiff by this clause. The dissenting opinion maintains that a contract to pay for property, or the taking subject to an obligation, are assumed to be dischargeable in any kind of legal tender (*Juilliard v. Greenman*, 110 U. S. 421, 4 Sup. Ct. 122). The sale in the present case was at the Real Estate Exchange, which is attended by a large number of bidders. If it was intended to sell the property subject to a mortgage not payable in legal tender, it should have been so stated in the terms of sale. Any other rule would compel bidders to search titles before they could safely bid at the exchange.

Action for Fraud—Evidence—Competency—Declaration Showing Intent.—*Zimmerman v. Brannon*, 72 N. W. Rep. 439 (Iowa). Statements by defendants as to the condition of a lot of hogs they were attempting to sell, made to former prospective purchasers, may be shown by plaintiff, a subsequent purchaser, in an action alleging fraud in the sale of the hogs, as evidence of the seller's intent in making representations to him. And when defendants falsely stated that the hogs came from one stock-yard, when in fact they came from another where there had been hog cholera, it may be shown in an action for fraud as evidence of the defendant's knowledge of the condition of the hogs.

Navigable Waters—Bridges—Eminent Domain.—*U. S. v. City of Moline*, 82 Fed. Rep. 592. Congress may assume jurisdiction over a navigable river lying wholly in one State, and may order obstructions to navigation therein removed, even though these obstructions have been authorized by the State. This right does not *per se* exempt the government of the United States from the duty of making just compensation for such property rights as are taken. *Monongahela Nav. Co. v. U. S.*, 148 U. S. 312, 13 Sup. Ct. 622. But a stipulation in the grant of a franchise to maintain a toll bridge over such river, that the legislature may at some future time direct a draw to be placed in the bridge, implies that the change shall be made without compensation by the State, and inures to the benefit of the United States, once Congress has declared the river within its jurisdiction.

Estates in Expectancy—Grant—Agreement to Convey—Consideration—Family Settlement.—*In re Lennig's Estate*, 38 Atl. Rep. 466 (Pa.). Decedent left a will wherein she bequeathed her whole estate to a daughter and two granddaughters. Appellant, a son of decedent, claims one-third of the fund as trustee for his children, by virtue of a paper duly executed by the three legatees during the life of testatrix, the contents of the will being known to all parties at the time. This paper was in effect an agreement that the fund should be divided into three parts, one part to go to the daughter, another to the two granddaughters, the third to appellant as trustee. *Held*, that an estate in expectancy is not the subject of a grant, and that an agreement to convey such estate is not enforceable as a contract, in the absence of a valuable consideration. The agreement in the present case is not such valuable consideration, as being a family settlement, there being no controversy, or dispute, or adverse title. Neither did the agreement of appellant with legatees that he or his children would not further solicit testatrix to make a testamentary disposition in their favor constitute such valuable consideration.